

AGREEMENT NUMBER
02-300-109

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF BOATING AND WATERWAYS

CONTRACTOR'S NAME

BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT (BEACON)



2. The term of this Agreement is: June 23, 2003 through June 30, 2006
3. The maximum amount of this Agreement is: \$ 344,270.00
THREE HUNDRED FORTY FOUR THOUSAND TWO HUNDRED SEVENTY DOLLARS
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference, made a part of the Agreement.

Coastal Sediment Management Master Plan

Exhibit A – Scope of Work	1 page
Exhibit B – Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions	GTC 301

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND NOURISHMENT		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING KEVIN E. READY, SR., Executive Director		
ADDRESS 105 EAST ANAPUMU, SUITE 201 SANTA BARBARA, CALIFORNIA 93101		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF BOATING AND WATERWAYS		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING RAYNOR TSUNEYOSHI, Director		
ADDRESS 2000 EVERGREEN STREET, SUITE 100 SACRAMENTO, CALIFORNIA 95815-3888		

SCOPE OF WORK

1. Scope of Work

Monies allocated to BEACON (Beach Erosion Authority for Clean Oceans and Nourishment), under the oversight and approval of Department of Boating and Waterways, will be used to 1) complete a regional permit for beach nourishment [*budget \$30,000*], 2) investigate and assess the environmental effects of turbidity plumes originating from beach nourishment activities [*budget \$125,000*], and 3) propose and evaluate a process for assessing the compatibility of potential source sands with beaches targeted for nourishment [*budget \$189,270*]. Information gained from these efforts will be used to help develop implementation strategies for the Coastal Sediment Management Master Plan.

2. Project Contacts

DBW Contact: Clifton Davenport
(916) 263-8166, Fax (916) 263-0649
e-mail: clifton.davenport@fire.ca.gov

Contractor Contact: Kevin Ready
(805) 568-3567, Fax (805) 568-2982
e-mail: ready@co.santa-barbara.ca.us

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

3. Status Report

Brief, monthly status reports shall be submitted by the Contractor describing work carried out during the previous month, and discussing progress toward the objective of the work. Discussion of any problems, delays or other difficulties encountered in the work shall also be included in the status reports.

Status reports shall be submitted as closely as possible to the first working day of each calendar month. Submit status reports in electronic form, sent via e-mail to clifton.davenport@fire.ca.gov. Or reports may be submitted in written form to the address provided herein.

4. Meetings

The Contractor may be requested to participate in joint meetings with DBW representatives to review the project status. These meetings may be held in Sacramento at DBW headquarters at the discretion of the DBW representative.

5. Timeframes

The project shall be completed by June 30, 2006.

PAYMENT PROVISIONS

1. Invoicing

- (a) For services satisfactorily rendered and upon receipt and approval of the invoices, the Department of Boating and Waterways agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- (b) Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Mr. Kim Sterrett
Beach Erosion Control
Department of Boating and Waterways
2000 Evergreen Street, Suite 100
Sacramento, CA 95815

2. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Notices

Notices or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or if mailed, Three (3) days after the date of mailing; unless by express mail, facsimile (FAX) telecopy, e-mail, or telegraph, then upon the date of confirmed receipt to the Projects Representatives for this contract.

5. Disputes

Except as otherwise provided in the Agreement, any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of by written Agreement, shall be decided by the State, who shall deduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor will have fifteen (15) calendar days after receipt of such decision to submit a written protest to the State specifying in detail its justification for a different disposition. Failure to submit such protest within the period specified shall result in the disposition by the State becoming final and conclusive. Pending final decision of a dispute

thereunder, the Contractor shall proceed diligently with the performance of the Agreement, upon receipt of written order from the State to do so.

6. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

This document was created with Win2PDF available at <http://www.daneprairie.com>.
The unregistered version of Win2PDF is for evaluation or non-commercial use only.